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*CNA INSURANCE CO, LTD.*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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CNA INSURANCE CO, LTD. A/S/O  
CONVATEC, INC.

Civil Action No. 1:17-cv-6934

Plaintiff,

vs.

**COMPLAINT**

KUEHNE + NAGEL, INC. d/b/a BLUE  
ANCHOR AMERICA LINE, and  
MAERSK LINE LIMITED,

Defendants.

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Plaintiff, CNA INSURANCE CO, LTD. as subrogee of CONVATEC, INC., by and through its attorneys, RUBIN, FIORELLA & FRIEDMAN LLP, as and for its complaint against defendants KUEHNE + NAGEL, INC. d/b/a BLUE ANCHOR AMERICA LINE and MAERSK LINE LIMITED alleges upon information and belief, as follows:

1. That at all times hereinafter mentioned, plaintiff CNA INSURANCE CO, LTD. (hereinafter "CNA"), was and now is a foreign corporation or other business entity, with an office and place of business at 1<sup>st</sup> Floor, 2 Minster Court, Mincing Lane, London EC3R 7BB, United Kingdom.
2. That CNA is the shipper, consignee, owner or insurer of the shipment at issue herein, and brings this action on its own behalf and as agent and trustee on behalf of and for the

interests of all parties who may be or become interested in the shipment, as their respective interests may ultimately appear, and CNA is entitled to maintain this action.

3. That at all times hereinafter mentioned, defendant, KUEHNE + NAGEL, INC. d/b/a BLUE ANCHOR AMERICA LINE (hereinafter “BLUE ANCHOR”) was and now is a corporation or other business entity organized and existing by virtue of the laws of the United States, with an office located at 1 Exchange Place, Jersey City, NJ 07302, and was and is still doing business within the jurisdiction of this Honorable Court as a common carrier and/or bailee of merchandise for hire in interstate and international commerce.
4. That at all times hereinafter mentioned, defendant, MAERSK LINE LIMITED (hereinafter “MAERSK”), was and now is a corporation or other business entity organized and existing by virtue of the laws of the United States, with an office and principal place of business at 2510 Walmer Ave, Suite C, Norfolk, VA 23513, and was and is still doing business within the jurisdiction of this Honorable Court as a common carrier and/or bailee of merchandise for hire in interstate and international commerce.
5. That this Court has jurisdiction over this action pursuant to 28 U.S.C. §1332, by virtue of the diversity of the citizenship of the parties hereto, with the amount in controversy exceeding the sum of \$75,000.
6. That this Court has jurisdiction over this action based on a forum selection clause in a bill of lading prepared by BLUE ANCHOR.
7. That this is an admiralty and maritime dispute within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and within the Court’s admiralty jurisdiction pursuant to Article III, Section 2 of the Constitution of the United States and 28 U.S.C. § 1333.

8. That on or about June 12, 2016, June 19, 2016, and June 26, 2016, plaintiff delivered to BLUE ANCHOR and MAERSK, for good and valuable consideration, three shipments of medical supplies, suitable in every respect for the intended transit for which BLUE ANCHOR and MAERSK received, accepted and agreed to transport, by its employees, agents or servants, from Houston, Texas to Rotterdam, Netherlands.
9. That the three shipments were damaged by water and infestation.
10. That by reason of the premises, BLUE ANCHOR breached, failed and violated its duties and obligations as a common carrier and/or bailee, by negligently discharging, storing, guarding and/or caring for the three shipments described herein, failing to perform its services in a proper and workmanlike manner, and breached its express and implied warranties of workmanlike service.
11. That by reason of the premises, MAERSK breached, failed and violated its duties and obligations as a common carrier and/or bailee, by negligently discharging, storing, guarding and/or caring for the three shipments described herein, failing to perform its services in a proper and workmanlike manner, and breached its express and implied warranties of workmanlike service.
12. That CNA has duly performed all duties and obligations on its part to be performed.
13. That by reason of the premises, CNA has sustained damages or nearly as same now can be estimated, no part of which has been paid, although duly demanded, in the amount of \$350,020.54 (€292,541.91).

**WHEREFORE**, plaintiff CNA INSURANCE CO, LTD. as subrogee of CONVATEC, INC., respectfully requests the following:

- a. That a judgment be entered in favor of CNA INSURANCE CO, LTD. against KUEHNE + NAGEL, INC. d/b/a BLUE ANCHOR AMERICA LINE, and MAERSK LINE LIMITED in the amount of \$350,020.54 , with interest, attorney fees and the costs and disbursements of this action; and
- b. For such other, additional, and further relief the Court deems just and equitable.

Dated: September 12, 2017  
New York, New York

Respectfully submitted,

By: *Joseph R. Federici*  
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